

# MEMORANDUM

**B&F**  
Agenda Item No. 2 (I)

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**TO:** Hon. Chairperson and Members  
Board of County Commissioners

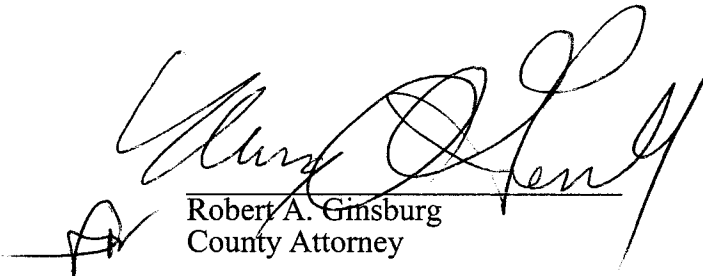
**DATE:** June 12, 2003

**FROM:** Robert A. Ginsburg  
County Attorney

**SUBJECT:** Resolution approving Interlocal  
Agreement between Miami-Dade  
County and the City of Medley

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The accompanying resolution was prepared and placed on the agenda at the request of the County Commission.

  
Robert A. Ginsburg  
County Attorney

RAG/bw



# MEMORANDUM

(Revised)

**TO:** Honorable Chairperson and Members  
Board of County Commissioners

**DATE:** July 8, 2003

**FROM:** Robert A. Ginsburg  
County Attorney

**SUBJECT:** Agenda Item No.

Please note any items checked.

- ☐ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Bid waiver requiring County Manager's written recommendation
- ☐ Ordinance creating a new board requires detailed County Manager's report for public hearing
- ☐ Housekeeping item (no policy decision required)
- ☐ No committee review

Approved \_\_\_\_\_ Mayor

Agenda Item No.

Veto \_\_\_\_\_

Override \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CITY OF MEDLEY IN CONNECTION WITH THE PROPOSED ANNEXATION BY THE CITY OF MEDLEY; AUTHORIZING THE COUNTY MANAGER TO EXECUTE THE AGREEMENT AND TAKE ANY ACTION REQUIRED OF THE COUNTY HEREIN

**WHEREAS**, Section 5.04 of the Home Rule Charter establishes the framework by which the Board of County Commissioners of Miami-Dade County, after obtaining the approval of the municipal governing bodies concerned, after hearing the recommendations of the Planning Advisory Board, and after a public hearing, may by ordinance effect boundary changes; and

**WHEREAS**, on November 6, 2000, the City of Medley submitted an application for the annexation of an unincorporated area adjacent to the City described as Area "A"; and

**WHEREAS**, the annexation of the area by the City will have an adverse fiscal impact on the Unincorporated Municipal Service Area (UMSA); and

**WHEREAS**, the City has agreed to reduce the adverse fiscal impact to UMSA by contributing to the Municipal Services Trust Fund (MSTF); and

**WHEREAS**, on May 5, 2003, the Town Council approved Resolution C-830

authorizing the execution of an interlocal agreement between the County and the City of Medley for UMSA Loss Reimbursement.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA** that the Agreement by and between Miami-Dade County, Florida, and the City of Medley is hereby approved in substantially the form attached hereto and the County Manager is hereby authorized to execute such agreement in substantially the form attached hereto and take any action required of the County herein.


The foregoing resolution was sponsored by the Board of County Commissioners and offered by Commissioner \_\_\_\_\_ who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

Dr. Barbara Carey-Shuler, Chairperson	
Katy Sorenson, Vice-Chairperson	
Bruno A. Barreiro	Jose "Pepe" Diaz
Betty T. Ferguson	Sally A. Heyman
Joe A. Martinez	Jimmy L. Morales
Dennis C. Moss	Dorrin D. Rolle
Natacha Seijas	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_ 2003. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

Approved by the County Attorney as  
to form and legal sufficiency. 

By: \_\_\_\_\_  
Deputy Clerk

**MEDLEY INTERLOCAL AGREEMENT  
(UMSA LOSS REIMBURSEMENT TO MIAMI-DADE COUNTY -SECTION 10)**

THIS INTERLOCAL AGREEMENT (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by and between THE TOWN OF MEDLEY, a municipal corporation pursuant to the laws of the State of Florida (the "Town") and MIAMI-DADE COUNTY, a political subdivision of the State of Florida (the "County")

**W I T N E S S E T H**

**WHEREAS**, the Town desires to annex an area of lands currently part of the Unincorporated Municipal Service Area (UMSA) as outlined in the map, and which is more particularly legally described in Exhibit "A" attached hereto and made a part hereof and which is called Partial Annexation Area Section 10; and

**WHEREAS**, the Town recognizes that the proposed partial annexation area contributes more revenues to the UMSA budget than is required in expenditures to serve the area and thus this area is considered a "donor" area; and

**WHEREAS**, the TOWN recognizes that the loss of a "donor" area from the rest of UMSA would create a net loss to the UMSA budget and would create the need to raise taxes or reduce services in the UMSA area; and

**WHEREAS**, the Town recognizes that the budget for the Miami-Dade Police Department is a significant part of the UMSA budget and that a reduction in available revenues would likely impact the

level of police service for the region; and

WHEREAS, the Town recognizes the importance of maintaining a large police force at a regional level and that maintaining a large police force will benefit the residents of the Town of Medley; and

WHEREAS, the Town and County recognize that the annexation of the property described in Exhibit "A" is in the best interests of both the Town and the County;

NOW, THEREFORE, in consideration of the mutual benefits derived therefrom, the parties covenant and agree as follows:

1. OBLIGATION OF THE COUNTY

The County shall for as long as this agreement is in effect:

a. provide specialized police services to the area annexed to the Town of Medley, which such specialized police services generally include but are not limited to criminal investigation of domestic crimes, homicides, robbery, sexual crimes, narcotics, crime scene investigation and the operation of property and evidence bureaus; and

b. provide police services in the areas surrounding the Town of Medley and assistance to the area annexed to the Town of Medley.

2. OBLIGATIONS OF THE TOWN

A. The Town hereby agrees to make an annual payment to the County's Municipal Service's Trust Fund ("MSTF") for the Annexation Area as identified in Exhibit "A".

B. The Parties agree that the effective date of the Town's obligation toward the MSTF is October 1, 2003. Therefore, the first contribution (annual payment) will not be due until April 1,

2004, and there shall be a payment due every April 1, thereafter. The payment due will be based on the Final Certified Tax Roll for the Annexation Area described in Exhibit "A" for the previous tax year multiplied by 0.63 mills.

C. It shall be the County's responsibility to submit an invoice to the Town prior to the annual payment being due.

D. The payment obligations to the County as a result of this Agreement will be made from the Town's non-ad valorem revenues.

E. The County will, pursuant to current applicable law and the Code of Miami-Dade County, also continue to receive and retain the Electric Franchise Fee and Utility Tax revenues derived from the annexation area.

### 3. TERM

The provisions of this agreement shall be in full force and effect commencing on the date of the execution of this agreement and continuing in perpetuity.

### 4. GOVERNING LAW

This agreement shall be governed by and constructed in accordance with the laws of the State of Florida. Venue for any litigation between the parties for any controversy arising from or related to this agreement shall be in the Eleventh Judicial Circuit in Miami-Dade County, Florida.

### 5. ENTIRETY OF AGREEMENT

This agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the payments relating to compensating the County for

loss of UMSA Revenues from the Town to the County and contains the entire agreement between the parties. Accordingly, it is agreed that no deviations from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written, and this agreement may be modified, altered or amended only by written agreement duly executed by all parties hereto and their authorized representatives.

6. HEADINGS

Captions and headings in this agreement are for ease of reference only and do not constitute a part of this agreement and shall not affect the meaning or interpretation of any provisions herein.

7. RIGHTS OF OTHERS

Nothing in this agreement, expressed or implied is intended to confer upon any person other than the parties hereto; any rights or remedies under or by reason of this agreement.

8. REPRESENTATION BY TOWN AND COUNTY

Each party represents that this agreement has been duly approved and executed by its governing body and that it has the required power and authority to enter into and perform the obligations under this agreement.

9. INVALIDATION OF PROVISIONS, SEVERABILITY

Wherever possible, each provision of this agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this agreement shall be prohibited or invalid under applicable law, such provisions shall be ineffective to the extent of such provision or invalidity,

without invalidating the remainder of such provision or the remaining provisions of this agreement, provided that the material purposes of this agreement can be determined and effectuated.

10. EXISTING AGREEMENTS

Any and all existing Interlocal Agreements between the County or any of its Departments or Agencies (such as but not limited to WASD, DERM, Public Safety, etc.) and the Town of Medley shall remain in full force and effect and shall not be altered, changed, modified, amended or terminated as a result of this Agreement.

11. NOTICE

Notices of the parties as provided herein should be sufficient if sent by hand-delivery, express mail or certified mail addressed as follows:

If to the County:

County Manager  
Suite 2900  
Stephen P. Clark Center  
111 N.W. First Street  
Miami, Florida 33128

With a required copy to:

County Attorney  
Suite 2810  
Stephen P. Clark Center  
111 N.W. First Street  
Miami, Florida 33128

If to the Town:

Mayor, Town of Medley  
Town of Medley  
7331 N.W. 74th Street  
Medley, Florida 33166

With a required copy to:

Town Attorney  
Town of Medley  
7331 N.W. 74th Street  
Medley, Florida 33166

IN WITNESS WHEREOF the Parties hereto have set their hands and seals to this agreement the date and year first above written.

THE TOWN OF MEDLEY

\_\_\_\_\_(SEAL)  
BY: JACK MORROW, MAYOR

ATTEST:

\_\_\_\_\_(SEAL)  
HERLINA TABOADA, TOWN CLERK

MIAMI-DADE COUNTY

\_\_\_\_\_(SEAL)  
BY: \_\_\_\_\_  
Deputy Manager  
Board of County Commissioners

BY: \_\_\_\_\_  
County Manager

All of Section 10, Township 53 South, Range 40 East in Miami-Dade County, Florida, lying Southwesterly of the Centerline of the Miami Canal as shown on the Florida State Department of Transportation Right-of-Way Map Section 87090-2518 dated June 26, 1970 and recorded in Road Plat Book 88 at page 12 of the Public Records of Miami-Dade County, Florida,

EXHIBIT "A"